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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SHELBY WOODRUFF, an
individual,

Plaintiff,

vs.

DONALD A. NORDINE AND
NANCY RAE NORDINE
TRUSTEES OF THE DONALD A.
AND NANCY RAE NORDINE
FAMILY TRUST; and DOES 1 - 10,
INCLUSIVE,

Defendants.

CASE NO:

COMPLAINT FOR:

- 1) VIOLATION OF THE
FEDERAL FAIR HOUSING
ACT (42 U.S.C. §3601, et seq.)**
- 2) VIOLATION OF THE
FEDERAL FAIR DEBT
COLLECTION PRACTICES
ACT (15 U.S.C. §1692, et seq.)**
- 3) RETALIATORY EVICTION**
- 4) BREACH OF WARRANTY
OF HABITABILITY**
- 5) INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS**
- 6) NEGLIGENT INFLICTION
OF EMOTIONAL DISTRESS**
- 7) VIOLATION OF
CALIFORNIA BUSINESS
AND PROFESSIONS CODE
§17200, ET SEQ.**

**PLAINTIFF HEREBY COMPLAINS AND HEREBY ALLEGES AS
FOLLOWS:**

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2 **JURISDICTION AND VENUE**

3 1. This is an action arising under the Federal Fair Housing Act (“FHA”),
4 42 U.S.C. §§3601, et seq., the California Unfair Business Practices Act (“UCL”),
5 California *Business and Professions Code* §17200, et seq., *inter alia*, for money
6 damages, civil penalties, and attorney’s fees and costs.

7 2. This Court has jurisdiction over this matter under 28 U.S.C. §§1331.

8 3. Venue is proper in the United States District Court for the Central
9 District of California under 28 U.S.C. §1391(b)-(c).

10 **COMMON ALLEGATIONS**

11 4. Plaintiff Shelby Woodruff is an individual residing in the County of
12 San Bernardino in the State of California.

13 5. Defendant Donald A. Nordine is an individual, who as Trustee of the
14 Donald A. and Nancy Rae Nordine Family Trust, conducts business in San
15 Bernardino County, California.

16 6. Defendant Donald A. Nordine is an individual, who as Trustee of the
17 Donald A. and Nancy Rae Nordine Family Trust, conducts business in San
18 Bernardino County, California.

19 7. Plaintiffs are informed and believe, and on that basis alleges that at all
20 relevant times, certain of the Defendants, including DOE Defendants, and each of
21 them, were acting as the agents, servants, employees, alter egos, successors or
22 predecessors in interest, or contractors of other of the Defendants, and were acting
23 within the course and scope of such relationship, with the knowledge, express or
24 implied, of each such other named Defendant.

25 8. On or about September 1, 2019, Plaintiff entered into a residential
26 lease agreement (“Lease”) with Defendants for use and occupancy of real property
27 located at 58710 Twentynine Palms Highway, Unit A, Yucca Valley, California
28

1 92284 (“Premises”). Under the initial terms of the Lease, Plaintiff was required to
2 and did pay a monthly payment of \$750.00.

3 9. On or about March 2020, the COVID-19 pandemic struck, leading the
4 State of California and the County of San Bernardino to impose eviction
5 moratoriums and prohibitions against demanding rents.

6 10. Further, the State of California enacted the COVID-19 Tenant Relief
7 Act, which prohibited evictions for non-payment of rent if a tenant provided an
8 affidavit indicating that their inability to make rent payments was caused by
9 measures intended to mitigate the spread of COVID-19.

10 11. Plaintiff dutifully paid her rent until she lost her job in the pandemic,
11 and even then, she continued making her rent payments when she could. Finally,
12 beginning February 2021, Plaintiff was completely unable to make any payments
13 whatsoever.

14 **SEX AND RELIGIOUS DISCRIMINATION**

15 12. During the pandemic, Plaintiff became pregnant by her boyfriend,
16 Travis Castillion.

17 13. Plaintiff provided Defendants with a declaration indicating that
18 because of COVID-19, she was unable to continue making rent payments.

19 14. However, in a voicemail, Defendant Donald A. Nordine callously and
20 recklessly told her that the *only virus she got was the one her boyfriend put in her*
21 and that he still demanded full payment of rent.

22 15. This comment made it clear that Defendants did not approve of
23 Plaintiff having a child outside of marriage, though it was her choice and right to
24 do so, and that because of it, he wanted her out of the Premises.

25 16. Defendants continued to pursue different routes of evicting Plaintiff as
26 pretext for evicting her for non-payment of rent.

27 17. Even more shocking, on or about March 17, 2021, Defendant Donald
28 A. Nordine sent Plaintiff a birthday card that he gave to his secretary. Although

1 bizarre, what was more disconcerting was a note attached where he stated that he
2 hoped that “God will open your eyes to find Jesus in a special way”.

3 18. This note cemented the belief that Defendants disapproved of Plaintiff
4 and her family, as it did not meet with his Christian view of marriage.

5 **RETALIATION**

6 19. In attempting to evict Plaintiff, Defendant came up with different
7 excuses, all unjustified reasons for eviction.

8 20. Among the alleged reasons for evicting Plaintiff, Defendant claimed
9 that she had altered the electrical system without consent, that she had
10 “waterboarded” him, that she was stealing electricity from another unit, and that she
11 was unlawfully subletting the Premises.

12 21. Defendants served a Three-Day Notice to Quit and subsequently filed
13 an unlawful detainer complaint with the San Bernardino County Superior Court
14 under case number LLTMB2100071 (“UD Action”).

15 22. On August 16, 2021, the UD Action was tried, and the Court ruled in
16 favor of Plaintiff and against Defendants, finding that there was no basis for eviction
17 and thereby dismissing the UD Action.

18 **HABITABILITY ISSUES**

19 23. Notwithstanding the outrageous conduct of Defendants, habitability
20 issues were present in the Premises.

21 24. Specifically, black mold permeated the unit and remained unabated
22 throughout the duration of Plaintiff’s tenancy.

23 25. In fact, the Lease provided that there was mold in the Premises, but
24 that Defendants were to clean and remove it. Defendants never did.

25 26. The presence of this mold has caused Plaintiff and her family various
26 respiratory illnesses.

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COUNT I
VIOLATION OF 42 U.S.C. §3601, et seq.
(Against All Defendants)

27. Plaintiff repeats and re-alleges Paragraphs 1 through 26 as though set forth herein.

28. Defendants' behavior as set forth herein demonstrate a violation of the Federal Fair Housing Act in that Plaintiff was the subject of various attempts to evict her based on her pregnancy and that the pregnancy occurred outside of marriage against the views held by Defendants.

29. As a result, Plaintiff has suffered severe emotional distress, substantial discomfort, inconvenience, annoyance, fear of retaliation, and retaliation by Defendants in the form of their unjustified attempts to evict Plaintiff.

COUNT II
VIOLATION 15 U.S.C. §1692, et seq.
(Against All Defendants)

30. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 29 above, as though set forth herein.

31. The rent owed by Plaintiff to Defendants is a debt with the meaning of the FDCPA.

32. Plaintiff is a debtor within the meaning of the FDCPA.

33. By demanding the rent, even though under the County and State orders, such rent was not immediately due and payable, Defendants willfully misrepresented to Plaintiff the character, amount, or legal status of any debt in violation of 15 U.S.C. §1692e(2)(A).

34. By representing to Plaintiff that she was liable for the Debt, Defendants used false representations or deceptive means to collect or attempt to collect any debt in violation of 15 U.S.C. §1692e(10).

35. As a result of Defendants' conduct, Plaintiff has suffered damages in an amount to be determined at trial, in addition to statutory penalties and an award of attorney's fees and costs.

COUNT III
RETALIATORY EVICTION
(Against All Defendants)

36. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 35 above, as though set forth herein.

37. Defendants' attempts to evict Plaintiff constitutes, in part, retaliation for her exercise of her rights under the COVID-19 Tenant Relief Act.

38. Defendants' current attempt to evict Plaintiff also constitutes per se retaliation against Plaintiff for her prevailing in the UD Action.

39. As a result, Plaintiff faces a current threat of being evicted from the Premises and has suffered emotional distress, substantial discomfort, inconvenience, annoyance, personal property damage and loss, and the loss of housing, the amount of which exceeds the minimum jurisdictional threshold of this Court and which will be proven at trial.

COUNT IV
BREACH OF WARRANTY OF HABITABILITY
(Against All Defendants)

40. Plaintiffs repeat and re-allege Paragraphs 1 through 39 above, as though set forth herein.

41. Defendants injured Plaintiff in by want of ordinary care or skill in their management of the Property, persons, or agents in violation of California *Civil Code* §1714.

42. As a result, Plaintiff has suffered emotional distress, substantial discomfort, inconvenience, annoyance, decrease in housing services without a corresponding reduction in rent, overpayment and/or excessive payment of rent,

1 personal property damage and loss, and the fear of loss of housing, the amount of
2 which exceeds the minimum jurisdictional threshold of this Court and which will
3 be proven at trial.

4 **COUNT V**
5 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
6 **(Against All Defendants)**

7 43. Plaintiff repeats and re-alleges Paragraphs 1 through 42 above, as
8 though set forth herein.

9 44. Defendants' conduct was outrageous, because of the overt nature of
10 the discriminatory acts, including, but not limited to his comments on his voicemail
11 calling her unborn child a virus given to her by her boyfriend.

12 45. Defendants intended to cause Plaintiff to suffer emotional distress.

13 46. Plaintiff suffered severe emotional distress in the form of shock, anger,
14 grief, worry, anxiety to the point where she lives in fear for her safety and cannot
15 sufficiently deal with this torment.

16 47. Defendants' conduct was a substantial factor in causing Plaintiff's
17 severe emotional distress.

18 48. Plaintiff has suffered damages in an amount to be determined at trial.

19 **COUNT VI**
20 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
21 **(Against All Defendants)**

22 49. Plaintiff repeats and re-alleges Paragraphs 1 through 48 above, as
23 though set forth herein.

24 50. Defendants were negligent in refraining from such outrageous,
25 discriminatory conduct that violates the Federal Fair Housing Act.

26 51. As a result of Defendants' negligence, Plaintiff suffered physical
27 injuries.

52. Plaintiff suffered severe emotional distress in the form of shock, anger, grief, worry, anxiety to the point where she lives in fear for her safety and cannot sufficiently deal with this torment.

53. Defendants' conduct was a substantial factor in causing Plaintiff's severe emotional distress.

54. Plaintiff has suffered damages in an amount to be determined at trial.

COUNT VII

VIOLETION OF CALIFORNIA

BUSINESS AND PROFESSIONS CODE §§17200, ET SEQ.

(Against All Defendants)

55. Plaintiff repeats and re-alleges Paragraphs 1 through 54 above, as though set forth herein.

56. Defendants' conduct as described herein constitutes a violation of the Federal Fair Housing Act, the Federal Fair Debt Collections Practices Act, and the warranty of habitability.

57. As a result, Plaintiff has suffered and monetary damages in an amount to be determined at trial

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. Actual damages;
2. Statutory damages;
3. Emotional distress damages;
4. Attorney's fees and costs; and
5. Any other relief as the Court may determine.

Dated: April 23, 2022

MBA|LEGAL, P.C
By: /s/ Marvin B. Adviento
Marvin B. Adviento, Esq.
Attorneys for Plaintiff,
Shelby Woodruff

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JURY DEMAND

Plaintiff hereby demands that this matter be heard at trial by a jury.

MBA|LEGAL, P.C

Dated: April 23, 2022

By: /s/ Marvin B. Adviento
Marvin B. Adviento, Esq.
Attorneys for Plaintiff,
Shelby Woodruff